Personal Accident

Welcome to AA Motorcycle Insurance Services

Thank you for purchasing a policy with us. This booklet contains information about your AA Motorcycle Insurance Personal Accident policy, how to claim and also how you can contact us. Make sure you keep this safe if you have received this by post. If you have received this electronically save this booklet to a safe and secure location.

At AA Motorcycle Insurance Services we go that extra mile for bikers and we are confident that you will be happy with the level of service we provide.

Our aim is to continue to provide you with quality motorcycle insurance for years to come.

Andy Powell
Managing Director AA Motorcycle Insurance Services

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How to make a claim

To make a claim on **your** AA Motorcycle Insurance Personal Accident policy, please call 0344 335 2934 24 hours a day, 365 days a year.

Making a claim is easy, please follow the 3 steps below:

1. Read this policy booklet to check that the cause of the claim is covered;
2. **You** must contact the police within 24 hours of the accident;
3. When **you** call, the **administrator** may provide **you** with a claim form and a list of supporting documents that are required.

Upon receipt of **your** documentation, the **administrator** will contact **you** about **your** claim.

Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- **Process**
  In the event of any incident which may give rise to a claim, **you** must follow the 'How to make a claim' section. **You** must give the **administrator**, at **your** own expense, all the information requested about the claim.

  In the event of a successful claim being made under the 'Death' benefit section of this policy, settlement monies will be paid to the deceased's executor(s) and/or administrator(s) of their estate. Where a successful claim is being made for the death of an insured person under 18 years of age, settlement monies will be paid to the legal guardian.

- **We** have the right, at **our** expense and in **your** name, to:
  - Take over the defence or settlement of any claim;
  - Start legal action to get compensation from anyone else; and/or
  - Start legal action to get back from anyone else any payments that have already been made.

- At **our** cost, **you** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

Your AA Motorcycle Insurance Personal Accident policy

This policy booklet combined with **your confirmation of cover letter** confirms policy cover. In return for payment of the premium **we** agree to insure **you** in accordance with these terms and conditions contained in this booklet. Please note that once **you** have paid **your** premium to **your** insurance intermediary **we** treat it as having been received by **us**.

Telephone **us** on 0330 102 8753 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Important

Please keep this policy booklet, together with **your confirmation of cover letter**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a motorcycle insurance policy with AA Motorcycle Insurance. If **your motorcycle insurance policy** is cancelled for any reason this policy will also be cancelled.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact AA Motorcycle Insurance.

Your insurer

This policy has been arranged by URIS Group Limited and is underwritten by Trinity Lane Insurance Company Limited who is authorised and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Regulations 2020 to carry on the business of general insurance. Trinity Lane Insurance Company Limited is registered in Gibraltar. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

What is covered

What we will cover	What we will not cover
Events During the **period of cover** and within the **territorial limits** the policy will cover:	The policy will not pay out for loss, injury or death as a result of any of the following:

1. **You** and any passengers riding with **you** on the **insured motorcycle** in the event of:
   - An **accident** whilst **you** are riding the **insured motorcycle**; or
   - A malicious and unprovoked assault by the occupant or rider of another vehicle, motorcycle or pedal cycle which occurs in the vicinity of the **insured motorcycle**.

2. **You** in the event of an **accident** whilst **you** are riding or a passenger on any other motorcycle.

This includes **you** and any passengers mounting or dismounting the **insured motorcycle**.

Benefits
This policy will pay the following benefits to **you** or any passengers if one of the above events occur:

Death	£25,000	
Loss of sight	£25,000	
Loss of limb	£25,000	
Permanent total disablement	£25,000	
Hospitalisation benefit	£100 per day	For each completed 24 hour period of stay in a **hospital** up to a maximum of 30 days.
Emergency dental expenses	Up to £250	For emergency dental treatment for natural teeth within 7 days of the **accident**.
Physiotherapy	Up to £500	For up to 5 sessions of physiotherapy with a qualified professional.
Stress counselling	Up to £500	For up to 5 sessions of stress counselling with a qualified professional.
Personal belongings	Up to £150	For damage to **personal belongings**.

The maximum amount payable by **us** in respect of any claim is £25,000 per person.

- Claims arising from **your** own criminal acts, suicide, attempted suicide or intentional self-injury, insanity or deliberate exposure to exceptional danger (except in an attempt to save human life), and or those of any passengers riding with **you** on the **insured motorcycle**.
- Whilst the rider or passengers are not wearing a helmet.
- Whilst the rider is under the influence of drugs or alcohol.
- Whilst the rider is banned from riding a motorcycle.
- Pre-existing medical conditions which **you** or any passengers riding with **you** on the **insured motorcycle**, suffered from in the 12 month period immediately prior to the start date of cover which:
  - were known about, or should have known about; or
  - **you** or any passengers riding with **you** on the **insured motorcycle** had seen, or arranged to see, a **medical practitioner** about.
- Any passengers who are not legally permitted to ride on the **insured motorcycle** or where the **insured motorcycle** is not manufactured to carry passengers.
- Whilst **you** or any passengers riding with **you** on the **insured motorcycle** are engaged in military, air force or naval services or operations.
- Any matrimonial or family dispute.
- Provoked assault or fighting (except in self defence).
- Claims where the **insured motorcycle** is being used for any of the following are not covered:
  - Dispatch, courier and messenger services, or food delivery;
  - Racing, pace making or being in any contest or speed trial (Road safety rallies and treasure hunts will be covered);
  - Riding off road, on any race track, circuit or de-restricted toll roads;
  - Trials (apart from where the **insured motorcycle** is travelling on a road which the public has access to).
- Any accident which occurs outside the **territorial limits**, or which occurs outside of the **period of cover**.

General exclusions

- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material;
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

General conditions

The following conditions apply to **your** policy:

- **Consumer Insurance (Disclosure and Representations) Act 2012**
  This requires **you** to be truthful and take care to give accurate and complete answers to any questions **we** ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of cover**, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.

  Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your**

policy will be made void, which means it will be cancelled back to the start date, with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

- **Transferring your policy**
  You cannot transfer **your** policy to anyone else.

- **Trinity Lane Insurance Company Limited Privacy Statement**
  We are committed to protecting the privacy of your personal data in accordance with current data protection legislation, in particular the General Data Protection Regulation (GDPR). As joint data controllers of **your** data **we** operate in cooperation with **your** insurance broker. Any data protection queries or concerns should be directed in the first instance to **your** broker.

  About our service
  Data provided to **your** broker will be shared with **us** on the basis of contractual requirement, namely for the purposes of providing insurance cover and for claims handling. **Your** data may be shared with other companies such as affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

  We will not use **your** data for any marketing purposes.

  We may disclose **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

  Data Retention
  In accordance with **our** legal requirements **we** will retain **your** data for a period of at least six years after **your** policy has lapsed. In certain circumstances **we** may be required to retain **your** data for a period exceeding six years for the purpose of claims handling.

  Your Rights
  Under the General Data Protection Regulation (GDPR) **you** have the right to access or obtain copies of the personal information held about **you** by **us**.

  A response to **your** request will be provided to **you** within one month of **us** receiving a valid request. If **you** wish to exercise this right against **our** partners **you** will need to write to them directly. In accordance with the GDPR, **we** will not charge for this information in most cases.

  You have the right to request that we correct any inaccuracies in the personal information held about **you**. Please contact **your** broker if **your** personal information needs updating.

  You have a right to submit a complaint to the Information Commissioner if **you** believe **we** have not complied with **our** obligations under the GDPR.
  https://ico.org.uk/global/contact-us/

  You have the right to have **your** data transmitted directly to another data controller where technically feasible.

  You have the right to restrict data processing, where this does not conflict with **our** contractual obligations, where;
  - **You** contest the accuracy of the personal data **we** hold;
  - The processing is unlawful and **you** oppose the erasure of **your** data;
  - **We** no longer need the data for processing, but the data is required by **you** for the establishment, exercise or defence of legal claims;
  - **You** have objected to the processing of **your** data pending the verification of whether the legitimate grounds for processing override **your** objection.

  You have the right to object to the automated processing of **your** data including, but not limited to, profiling. This excludes where the processing is necessary for entering into a contract, or the performance of **our** contractual obligations.

- **Fraudulent claims or misleading information**
  You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss, injury or death that **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Cancelling your policy

If **you** decide to cancel **your** AA Motorcycle Insurance Personal Accident policy, **you** can do so by:

- Telephone on 0344 335 2931;
- Writing to AA Motorcycle Insurance Services at: Europa House, Midland Way, Thornbury BS35 2JX.

Your right to cancel in the cooling off period
If this is within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

Your right to cancel after the cooling off period
After the first 14 days no refund of premium will be payable.

Insurer's right to cancel
This policy runs alongside **your motorcycle insurance policy**, if **your motorcycle insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's** staff.

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

Law applicable
Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy
If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact AA Motorcycle Insurance Services by:

- Telephone on 0344 335 2931;
- Writing to AA Motorcycle Insurance Services at: Europa House, Midland Way, Thornbury BS35 2JX.

Questions or complaints about your policy or the handling of your claim
The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

- Email at customerservice@4th-d.co.uk;
- Telephone on 0344 335 2934;
- Writing to the **administrator** at: 4th Dimension Innovation Limited, 5 Alpha Way, Thorpe Business Park, Egham, TW20 8BZ.

If **you** remain dissatisfied after **your** complaint has been considered, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service, by:

- Email at complaint.info@financial-ombudsman.org.uk;
- Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
- Writing to: **The Financial Ombudsman Service**, Exchange Tower, Harbour Exchange Square, London E14 9SR;
- Web: www.financial-ombudsman.org.uk.

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

Online Dispute Resolution Portal

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

Trinity Lane Insurance Company Limited are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The FSCS will pay 90% of the claim for non-compulsory insurance (insurance **you** do not need by law). For compulsory classes of insurance (insurance **you** need to have, such as motor insurance), the FSCS will pay the claim in full. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk.

Trinity Lane Insurance Company Limited are authorised and regulated by the Gibraltar Financial Services Commission to carry on general insurance business in the UK. Trinity Lane Insurance Company Limited is registered in Gibraltar. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Definitions

Certain words throughout this booklet are defined words and are shown in **bold**. These are listed and defined below.

Accident

Means a sudden and unexpected event involving a motorcycle in a road traffic incident which happens by chance and causes loss, injury or death.

Administrator

4th Dimension Innovation Ltd at 5 Alpha Way, Thorpe Industrial Estate, Egham, Surrey TW20 8RZ. **We** have appointed 4th Dimension Innovation Ltd to handle claims administration. 4th Dimension Innovation Ltd is authorised and regulated by the Financial Conduct Authority number 516498.

Confirmation of cover letter

The document which forms part of the motorcycle insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured motorcycle**.

Hospital

A lawfully registered establishment which has accommodation for residential patients with facilities for diagnosis and major surgery and which provides a 24 hour service by registered nurses. It does not include a convalescent, self-care or rest home or a department in a hospital which has the role of a convalescent or nursing home.

Hospitalisation

As a direct result of the **accident you** are admitted to **hospital**.

Insured motorcycle

A motorcycle which **you** are insured to ride under the **motorcycle insurance policy**.

Loss of limb

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of an entire hand, arm, foot or leg.

Loss of sight
Permanent loss of sight in one or both eyes.

Medical practitioner
A qualified medical practitioner (other than any insured person or a member of an insured person's family) who holds full qualifications entitling him or her to full registration to the General Medical Council in the **United Kingdom**.

Motorcycle insurance policy
The AA Motorcycle Insurance Insurance policy that has been issued to **you** for the **insured motorcycle**.

Permanent total disablement
Disablement which entirely prevents **you** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a **medical practitioner**, shows no sign of ever improving.

Period of cover
Cover under this policy will run alongside **your motorcycle insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motorcycle insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motorcycle insurance policy**, as detailed on **your confirmation of cover letter**.

Personal belongings
Clothes and articles of a personal nature likely to be worn, used or carried.

Territorial limits
This policy only provides cover within the **United Kingdom**, unless cover on the **motorcycle insurance policy** has been agreed to extend to Europe by AA Motorcycle Insurance.

United Kingdom
England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our/insurer
Trinity Lane Insurance Company Limited.

You/your
The person named as the policy holder and any other named riders in the **motorcycle insurance policy**.